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Attorneys for Plaintiff DINA SHAPIRO

UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA

DINA SHAPIRO,

Plaintiff,

vs.

AETNA LIFE INSURANCE  
COMPANY and DOES 1 through 10,  
inclusive,

Defendants.

CASE NO. 17-cv-02007-CBM (ASx)  
*District Judge: Consuelo B. Marshall*  
*Magistrate Judge: Alka Sagar*

**AMENDED JOINT STIPULATION  
FOR PROTECTIVE ORDER**

1. A. PURPOSES AND LIMITATIONS

Discovery in this action is likely to involve production of confidential, proprietary, or private information for which special protection from public disclosure and from use for any purpose other than prosecuting this litigation may be warranted. Accordingly, the parties hereby stipulate to and petition the Court to enter the following Stipulated Protective Order. The parties acknowledge that this Order does not confer blanket protections on all disclosures or responses to discovery and that the protection it affords from public disclosure and use extends only to the limited information or items that are entitled to confidential treatment under the applicable legal principles. The parties further acknowledge, as set forth in Section 12.3, below, that this Stipulated Protective Order does not entitle them to file confidential information under seal; Civil Local Rule 79-5 sets forth the procedures that must be followed and the standards that will be applied when a party seeks permission from the court to file material under seal.

B. GOOD CAUSE STATEMENT

This action will involve disclosure of Plaintiff's protected information under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), including, but not limited to Plaintiff's personal and medical information contained in the Administrative Record. The Administrative Record is replete with information relating to Plaintiff's past health status and the provision of health care to Plaintiff, including Plaintiffs' medical records. Because the production and filing of the Administrative Record will involve disclosure and exchange of details regarding Plaintiff's medical treatment and health information, which is protected and confidential, a protective order is necessary to ensure confidentiality and safeguard the privacy of Plaintiff's medical and personal information.

2. DEFINITIONS

2.1 Action: this pending federal law suit.

2.2 Challenging Party: a Party or Non-Party that challenges the

1 designation of information or items under this Order.

2       2.3    “CONFIDENTIAL” Information or Items: confidential or proprietary  
3 technical, scientific, financial, business, health, or medical information (regardless  
4 of how it is generated, stored or maintained) or tangible things designated as  
5 “CONFIDENTIAL” by the producing party that qualify for protection under  
6 Federal Rule of Civil Procedure 26(c), and as specified above in the Good Cause  
7 Statement.

8       2.4    Confidential Health Information: a subset of Confidential Information  
9 which shall be designated as “CONFIDENTIAL” and subject to all other terms and  
10 conditions governing the treatment of Confidential Information. Confidential  
11 Health Information shall mean information supplied in any form, or any portion  
12 thereof, that identifies an individual or subscriber in any manner and relates to the  
13 past, present, or future care, services, or supplies relating to the physical or mental  
14 health or condition of such individual or subscriber, the provision of health care to  
15 such individual or subscriber, or the past, present, or future payment for the  
16 provision of health care to such individual or subscriber. Confidential Health  
17 Information shall include, but is not limited to, claim data, claim forms, grievances,  
18 appeals, or other documents or records that contain any patient health information  
19 required to be kept confidential under any state or federal law, including 45 C.F.R.  
20 Parts 160 and 164 promulgated pursuant to the Health Insurance Portability and  
21 Accountability Act of 1996 (*see* 45 C.F.R. §§ 164.501 & 160.103), and the  
22 following subscriber, patient, or member identifiers:

- 23       a.    names;
- 24       b.    all geographic subdivisions smaller than a State, including street  
25           address, city, county, precinct, and zip code;
- 26       c.    all elements of dates (except year) for dates directly related to an  
27           individual, including birth date, admission date, discharge date, age,  
28           and date of death;

- d. telephone numbers;
- e. fax numbers;
- f. electronic mail addresses;
- g. social security numbers;
- h. medical record numbers;
- i. health plan beneficiary numbers;
- j. account numbers;
- k. certificate/license numbers;
- l. vehicle identifiers and serial numbers, including license plate numbers;
- m. device identifiers and serial numbers;
- n. web universal resource locators ("URLs");
- o. internet protocol ("IP") address numbers;
- p. biometric identifiers, including finger and voice prints;
- q. full face photographic images and any comparable images; and/or
- r. any other unique identifying number, characteristic, or code.

2.5 Counsel: Outside Counsel of Record and House Counsel (as well as their support staff).

2.6 Designating Party: a Party or Non-Party that designates information or items that it produces in disclosures or in responses to discovery as "CONFIDENTIAL."

2.7 Disclosure or Discovery Material: all items or information, regardless of the medium or manner in which it is generated, stored, or maintained (including, among other things, testimony, transcripts, and tangible things), that are produced or generated in disclosures or responses to discovery in this matter.

2.8 Expert: a person with specialized knowledge or experience in a matter pertinent to the litigation who has been retained by a Party or its counsel to serve as an expert witness or as a consultant in this Action.

1           2.9 House Counsel: attorneys who are employees of a party to this Action.  
2 House Counsel does not include Outside Counsel of Record or any other outside  
3 counsel.

4           2.10 Non-Party: any natural person, partnership, corporation, association,  
5 or other legal entity not named as a Party to this action.

6           2.11 Outside Counsel of Record: attorneys who are not employees of a party  
7 to this Action but are retained to represent or advise a party to this Action and have  
8 appeared in this Action on behalf of that party or are affiliated with a law firm  
9 which has appeared on behalf of that party, and includes support staff.

10          2.12 Party: any party to this Action, including all of its officers, directors,  
11 employees, consultants, retained experts, and Outside Counsel of Record (and their  
12 support staffs).

13          2.13 Producing Party: a Party or Non-Party that produces Disclosure or  
14 Discovery Material in this Action.

15          2.14 Professional Vendors: persons or entities that provide litigation support  
16 services (e.g., photocopying, videotaping, translating, preparing exhibits or  
17 demonstrations, and organizing, storing, or retrieving data in any form or medium)  
18 and their employees and subcontractors.

19          2.15 Protected Material: any Disclosure or Discovery Material that is  
20 designated as “CONFIDENTIAL,” including any designated record of information  
21 produced in this action pursuant to required disclosures under any federal  
22 procedural rule or local rule of the Court and any supplementary disclosures  
23 thereto.

24          2.16 Qualified Recipients: For purposes of this Order, the term Qualified  
25 Recipient means:

- 26           a. Outside counsel of record for any party in this action, as well as  
27 employees of such counsel (excluding experts and investigators)  
28

1 assigned to and necessary to assist such counsel in the preparation and  
2 trial of this action;

3 b. Representatives, officers, or employees of a party as necessary to  
4 assist outside counsel in the preparation and trial of this action;

5 c. Witnesses who testify by deposition or at trial who, if not a  
6 representative, officer, or employee of a party, shall be advised about  
7 the terms of this Order and that such Order is applicable to them in  
8 connection with their testimony and do not retain copies of  
9 Confidential Information;

10 d. Persons who were authors or recipients of the Confidential  
11 Information or previously had legal access to Confidential  
12 Information;

13 e. Technical Advisors, expert witnesses, or consultants engaged by a  
14 party to assist with the preparation and trial of this action provided  
15 such expert or consultant agrees in writing, in the form attached at  
16 Appendix A, to be bound by the terms of this Order;

17 f. Any designated arbitrator or mediator who is assigned to hear this  
18 matter, or who has been selected by the parties, and his or her staff,  
19 provided that such individuals agree in writing, in the form attached at  
20 Appendix A, to be bound by the terms of this Order;

21 g. Stenographers and videographers engaged to transcribe or record  
22 depositions and/or court hearings conducted in this action provided  
23 that such individuals agree in writing, in the form attached at  
24 Appendix A, to be bound by the terms of this Order; and

25 h. The Court and its support personnel.

26 2.17 Receiving Party: a Party that receives Disclosure or Discovery Material  
27 from a Producing Party.

28 2.18 Technical Advisor: any person who is not a party to this action or not

1 presently employed by the receiving party or a company affiliated through  
2 common ownership, who has been designated by the receiving party to receive  
3 another party's Confidential Information, including Confidential Health  
4 Information. Each party's Technical Advisors shall be limited to such person as, in  
5 the judgment of that party's counsel, are reasonably necessary for development and  
6 presentation of that party's case. These persons include outside experts or  
7 consultants retained to provide technical or other expert services such as expert  
8 testimony or otherwise assist in trial preparation.

9 3. SCOPE

10 This Protective Order shall apply to the parties and to any nonparty from  
11 whom discovery may be sought who desires the protection of this Protective Order.

12 The protections conferred by this Stipulation and Order cover not only  
13 Protected Material (as defined above), but also (1) any information copied or  
14 extracted from Protected Material; (2) all copies, excerpts, summaries, or  
15 compilations of Protected Material; and (3) any testimony, conversations, or  
16 presentations by Parties or their Counsel that might reveal Protected Material. Any  
17 use of Protected Material at trial shall be governed by the orders of the trial judge.  
18 This Order does not govern the use of Protected Material at trial.

19 4. DURATION

20 Even after final disposition of this litigation, the confidentiality obligations  
21 imposed by this Order shall remain in effect until a Designating Party agrees  
22 otherwise in writing or a court order otherwise directs. Final disposition shall be  
23 deemed to be the later of (1) dismissal of all claims and defenses in this Action,  
24 with or without prejudice; and (2) final judgment herein after the completion and  
25 exhaustion of all appeals, rehearings, remands, trials, or reviews of this Action,  
26 including the time limits for filing any motions or applications for extension of  
27 time pursuant to applicable law.

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1     5.     DESIGNATING PROTECTED MATERIAL

2             5.1     Exercise of Restraint and Care in Designating Material for Protection.

3     Each Party or Non-Party that designates information or items for protection under  
4     this Order must take care to limit any such designation to specific material that  
5     qualifies under the appropriate standards. The Designating Party must designate  
6     for protection only those parts of material, documents, items, or oral or written  
7     communications that qualify so that other portions of the material, documents,  
8     items, or communications for which protection is not warranted are not swept  
9     unjustifiably within the ambit of this Order.

10            Mass, indiscriminate, or routinized designations are prohibited.  
11     Designations that are shown to be clearly unjustified or that have been made for an  
12     improper purpose (e.g., to unnecessarily encumber the case development process  
13     or to impose unnecessary expenses and burdens on other parties) may expose the  
14     Designating Party to sanctions.

15            If it comes to a Designating Party's attention that information or items that it  
16     designated for protection do not qualify for protection, that Designating Party must  
17     promptly notify all other Parties that it is withdrawing the inapplicable designation.

18            5.2     Manner and Timing of Designations. Except as otherwise provided in  
19     this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise  
20     stipulated or ordered, Disclosure or Discovery Material that qualifies for protection  
21     under this Order must be clearly so designated before the material is disclosed or  
22     produced.

23            Designation in conformity with this Order requires:

24     (a) for information in documentary form (e.g., paper or electronic documents, but  
25     excluding transcripts of depositions or other pretrial or trial proceedings), that the  
26     Producing Party affix at a minimum, the legend "CONFIDENTIAL" (hereinafter  
27     "CONFIDENTIAL legend"), to each page that contains protected material. If only  
28     a portion or portions of the material on a page qualifies for protection, the



1 Producing Party also must clearly identify the protected portion(s) (e.g., by making  
2 appropriate markings in the margins).

3 A Party or Non-Party that makes original documents available for inspection  
4 need not designate them for protection until after the inspecting Party has indicated  
5 which documents it would like copied and produced. During the inspection and  
6 before the designation, all of the material made available for inspection shall be  
7 deemed “CONFIDENTIAL.” After the inspecting Party has identified the  
8 documents it wants copied and produced, the Producing Party must determine  
9 which documents, or portions thereof, qualify for protection under this Order.  
10 Then, before producing the specified documents, the Producing Party must affix  
11 the “CONFIDENTIAL legend” to each page that contains Protected Material. If  
12 only a portion or portions of the material on a page qualifies for protection, the  
13 Producing Party also must clearly identify the protected portion(s) (e.g., by making  
14 appropriate markings in the margins).

15 (b) for testimony given in depositions that the Designating Party identify  
16 the Disclosure or Discovery Material on the record, before the close of the  
17 deposition all protected testimony.

18 (c) for information produced in some form other than documentary and  
19 for any other tangible items, that the Producing Party affix in a prominent place on  
20 the exterior of the container or containers in which the information is stored the  
21 legend “CONFIDENTIAL.” If only a portion or portions of the information  
22 warrants protection, the Producing Party, to the extent practicable, shall identify  
23 the protected portion(s).

24 5.3 Inadvertent Failures to Designate. In the event that a producing party  
25 inadvertently fails to designate any of its information pursuant to paragraph 3, it  
26 may later designate by notifying the receiving parties in writing. If timely  
27 corrected, an inadvertent failure to designate qualified information or items does  
28 not, standing alone, waive the Designating Party’s right to secure protection under

1 this Order for such material. Upon timely correction of a designation, the  
2 Receiving Party must make reasonable efforts to assure that the material is treated  
3 in accordance with the provisions of this Order. It shall be understood however,  
4 that no person or party shall incur any liability hereunder with respect to disclosure  
5 that occurred prior to receipt of written notice of a belated designation.

6 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

7 6.1 Timing of Challenges. Any Party or Non-Party may challenge a  
8 designation of confidentiality at any time that is consistent with the  
9 Court's Scheduling Order.

10 6.2 Meet and Confer. The Challenging Party shall initiate the dispute  
11 resolution process under Local Rule 37.1 et seq.

12 6.3 The burden of persuasion in any such challenge proceeding shall be  
13 on the Designating Party. Frivolous challenges, and those made for an improper  
14 purpose (e.g., to harass or impose unnecessary expenses and burdens on other  
15 parties) may expose the Challenging Party to sanctions. Unless the Designating  
16 Party has waived or withdrawn the confidentiality designation, all parties shall  
17 continue to afford the material in question the level of protection to which it is  
18 entitled under the Producing Party's designation until the Court rules on the  
19 challenge.

20 7. ACCESS TO AND USE OF PROTECTED MATERIAL

21 7.1 Basic Principles. A Receiving Party may use Protected Material that  
22 is disclosed or produced by another Party or by a Non-Party in connection with  
23 this Action only for prosecuting, defending, or attempting to settle this Action.  
24 Such Protected Material may be disclosed only to Qualified Recipients (as defined  
25 above), under the conditions described in this Order. When the Action has been  
26 terminated, a Qualified Recipient must comply with the provisions of section 13  
27 below (FINAL DISPOSITION).

28 Protected Material must be stored and maintained by a Qualified Recipient

at a location and in a secure manner that ensures that access is limited to the persons authorized under this Order. All Qualified Recipients shall hold such information received from the disclosing party in confidence, shall use the information only for purposes of this action and for no other action, and shall not use it for any business or other commercial purpose, and shall not use it for filing or prosecuting any patent application (of any type) or patent reissue or reexamination request, and shall not disclose it to any person, except as hereinafter provided. All information that has been designated Confidential shall be carefully maintained so as to preclude access by persons who are not qualified to receive such information under the terms of this Order.

In the event that any receiving party's briefs, memoranda, discovery requests/responses, or other papers of any kind which are served or filed shall include another party's Confidential Information, the papers shall be appropriately designated and shall be treated accordingly.

All documents, including attorney notes and abstracts, which contain another party's Confidential Information, shall be handled as if they were designated as "CONFIDENTIAL."

7.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless otherwise ordered by the court or permitted in writing by the Designating Party, a Receiving Party may disclose any information or item designated "CONFIDENTIAL" only to Qualified Recipients (as defined above).

8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN OTHER LITIGATION

If a Party is served with a subpoena or a court order issued in other litigation that compels disclosure of any information or items designated in this Action as

"CONFIDENTIAL," including Confidential Health Information, that Party must:

(a) promptly notify in writing the Designating Party. Such notification

1 shall include a copy of the subpoena or court order;

2 (b) promptly notify in writing the party who caused the subpoena or  
3 order to issue in the other litigation that some or all of the material covered by the  
4 subpoena or order is subject to this Protective Order. Such notification shall  
5 include a copy of this Stipulated Protective Order; and

6 (c) cooperate with respect to all reasonable procedures sought to be  
7 pursued by the Designating Party whose Protected Material may be affected.

8 If the Designating Party timely seeks a protective order, the Party served  
9 with the subpoena or court order shall not produce any information designated in  
10 this action as “CONFIDENTIAL” before a determination by the court from which  
11 the subpoena or order issued, unless the Party has obtained the Designating  
12 Party’s permission. The Designating Party shall bear the burden and expense of  
13 seeking protection in that court of its confidential material and nothing in these  
14 provisions should be construed as authorizing or encouraging a Receiving Party in  
15 this Action to disobey a lawful directive from another court. No compulsory  
16 disclosure to third parties of information or material exchanged under this Order  
17 shall be deemed a waiver of any claim of confidentiality, except as expressly  
18 found by a court or judicial authority of competent jurisdiction.

19 9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE  
20 PRODUCED IN THIS LITIGATION

21 (a) The terms of this Order are applicable to information produced by a  
22 Non-Party in this Action and designated as “CONFIDENTIAL.” Such information  
23 produced by Non-Parties in connection with this litigation is protected by the  
24 remedies and relief provided by this Order. Nothing in these provisions should be  
25 construed as prohibiting a Non-Party from seeking additional protections.

26 (b) In the event that a Party is required, by a valid discovery request, to  
27 produce a Non-Party’s confidential information in its possession, and the Party is  
28 subject to an agreement with the Non-Party not to produce the Non-Party’s

confidential information, then the Party shall:

(1) promptly notify in writing the Requesting Party and the Non-Party that some or all of the information requested is subject to a confidentiality agreement with a Non-Party;

(2) promptly provide the Non-Party with a copy of the Stipulated Protective Order in this Action, the relevant discovery request(s), and a reasonably specific description of the information requested; and

(3) make the information requested available for inspection by the Non-Party, if requested.

(c) If the Non-Party fails to seek a protective order from this court within 14 days of receiving the notice and accompanying information, the Receiving Party may produce the Non-Party's confidential information responsive to the discovery request. If the Non-Party timely seeks a protective order, the Receiving Party shall not produce any information in its possession or control that is subject to the confidentiality agreement with the Non-Party before a determination by the court. Absent a court order to the contrary, the Non-Party shall bear the burden and expense of seeking protection in this court of its Protected Material.

10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected Material to any person or in any circumstance not authorized under this Stipulated Protective Order, the Receiving Party must immediately (a) notify in writing the Designating Party of the unauthorized disclosures, (b) use its best efforts to retrieve all unauthorized copies of the Protected Material, (c) inform the person or persons to whom unauthorized disclosures were made of all the terms of this Order, and (d) request such person or persons to execute the "Acknowledgment and Agreement to Be Bound" that is attached hereto as Exhibit A.

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11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE  
PROTECTED MATERIAL

When a Producing Party gives notice to Receiving Parties that certain inadvertently produced material is subject to a claim of privilege or other protection, the obligations of the Receiving Parties are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure may be established in an e-discovery order that provides for production without prior privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the parties reach an agreement on the effect of disclosure of a communication or information covered by the attorney-client privilege or work product protection, the parties may incorporate their agreement in the stipulated protective order submitted to the court.

12. MISCELLANEOUS

12.1 Right to Further Relief. Nothing in this Order abridges the right of any person to seek its modification by the Court at any time either through stipulation or Order of the Court.

12.2 Right to Assert Other Objections. By stipulating to the entry of this Protective Order no Party waives any right it otherwise would have to object to disclosing or producing any information or item on any ground not addressed in this Stipulated Protective Order. Similarly, no Party waives any right to object on any ground to use in evidence of any of the material covered by this Protective Order.

12.3 Filing Protected Material. A Party that seeks to file under seal any Protected Material must comply with Civil Local Rule 79-5. Protected Material may only be filed under seal pursuant to a court order authorizing the sealing of the specific Protected Material at issue. If a Party's request to file Protected Material under seal is denied by the court, then the Receiving Party may file the information in the public record unless otherwise instructed by the court.



13. FINAL DISPOSITION

After the final disposition of this Action, as defined in paragraph 4, within 60 days of a written request by the Designating Party, each Receiving Party must return all Protected Material to the Producing Party or destroy such material. Such return or destruction shall not relieve said parties or persons from any of the continuing obligations imposed upon them by this Order. As used in this subdivision, "all Protected Material" includes all copies, abstracts, compilations, summaries, and any other format reproducing or capturing any of the Protected Material. Whether the Protected Material is returned or destroyed, the Receiving Party must submit a written certification to the Producing Party (and, if not the same person or entity, to the Designating Party) by the 60 day deadline that (1) identifies (by category, where appropriate) all the Protected Material that was returned or destroyed and (2) affirms that the Receiving Party has not retained any copies, abstracts, compilations, summaries or any other format reproducing or capturing any of the Protected Material. Notwithstanding this provision, Counsel are entitled to retain an archival copy of all pleadings, motion papers, trial, deposition, and hearing transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert reports, attorney work product, and consultant and expert work product, even if such materials contain Protected Material. Any such archival copies that contain or constitute Protected Material remain subject to this Protective Order as set forth in Section 4 (DURATION). The provisions of this paragraph shall not be binding on the United States, any insurance company, or any other party to the extent that such provisions conflict with applicable Federal or State law. The Department of Justice, any insurance company, or any other party shall notify the producing party in writing of any such conflict it identifies in connection with a particular matter so that such matter can be resolved either by the parties or by the Court.

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14. JURISDICTION TO ENFORCE PROTECTIVE ORDER

After the termination of this action, the Court will continue to have jurisdiction to enforce this Order.

15. CONFIDENTIALITY OF PARTY'S OWN DOCUMENTS

Nothing herein shall affect the right of the designating party to disclose to its officers, directors, employees, attorneys, consultants or experts, or to any other person, its own information. Such disclosure shall not waive the protections of this Protective Order and shall not entitle other parties or their attorneys to disclose such information in violation of it, unless by such disclosure of the designating party the information becomes public knowledge. Similarly, the Protective Order shall not preclude a party from showing its own information, including its own information that is filed under seal by a party, to its officers, directors, employees, attorneys, consultants or experts, or to any other person.

16. BINDING EFFECT

This Order shall be binding upon the parties and their attorneys, successors, executors, personal representatives, administrators, heirs, legal representatives, assigns, subsidiaries, divisions, employees, agents, independent contractors, or other persons or organizations over which they have control.

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17. Any violation of this Order may be punished by any and all appropriate measures including, without limitation, contempt proceedings and/or monetary sanctions.

IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

Dated: February 26, 2018

GORDON REES SCULLY  
MANSUKHANI, LLP

By: /s/ Adelle Greenfield  
Ronald K. Alberts  
Adelle Greenfield  
Attorneys for Defendant  
AETNA LIFE INSURANCE  
COMPANY

Dated: February 26, 2018

LAW OFFICES OF JULIA SKLAR

By: /s/ Julia Sklar  
Julia Sklar  
Attorneys for Plaintiff  
DINA SHAPIRO

*Filer's Attestation: Pursuant to Local Rule 5-4.3.4(a)(2)(i) regarding signatures, Adelle Greenfield hereby attests that all other signatories listed concur in the content of this document and have authorized its filing.*

FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

DATED: February 28, 2018

/ s / Alka Sagar  
HON. ALKA SAGAR  
United States Magistrate Judge

**EXHIBIT A**

**ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND**

I, \_\_\_\_\_ [print or type full name], of  
\_\_\_\_\_ [print or type full address], declare under penalty of  
perjury that I have read in its entirety and understand the Stipulated Protective  
Order that was issued by the United States District Court for the Central District of  
California on [date] in the case of *Dina Shapiro v. Aetna Life Insurance Company*,  
Case No. 17-cv-02007-CBM-AS. I have received a copy of the Protective Order in  
this action. I have carefully read and understand the provisions of the Protective  
Order. I agree to comply with and to be bound by all the terms of this Stipulated  
Protective Order and I understand and acknowledge that failure to so comply could  
expose me to sanctions and punishment in the nature of contempt. I solemnly  
promise that I will not disclose in any manner any information or item that is  
subject to this Stipulated Protective Order to any person or entity except in strict  
compliance with the provisions of this Order. Promptly upon termination of the  
relevant action, I will either return in full to the outside counsel for the party by  
whom I am employed or completely destroy all documents and things designated  
as “Confidential” that came into my possession, and all documents and things that  
I have prepared relating thereto. I understand that the obligations of this  
undertaking and the provisions of the Protective Order continue past the  
termination of the action. I further agree to submit to the jurisdiction of the  
United States District Court for the Central District of California for the purpose  
of enforcing the terms of this Stipulated Protective Order, even if such  
enforcement proceedings occur after termination of this action. I hereby appoint  
\_\_\_\_\_ [print or type full name] of  
\_\_\_\_\_ [print or type full address and telephone  
number] as my California agent for service of process in connection with this

1 action or any proceedings related to enforcement of this Stipulated Protective  
2 Order.

3 Date: \_\_\_\_\_

4 City and State where sworn and signed: \_\_\_\_\_

5  
6 Printed name: \_\_\_\_\_

7  
8 Signature: \_\_\_\_\_

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